

<i>SERFF Tracking Number:</i>	<i>WAUS-125353229</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Employers Insurance Company of Wausau</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>PKF-CW-003-07</i>		
<i>TOI:</i>	<i>05.1 Commercial Multi-Peril - Non-Liability</i>	<i>Sub-TOI:</i>	<i>05.1003 Commercial Package</i>
	<i>Portion Only</i>		
<i>Product Name:</i>	<i>Commercial Package</i>		
<i>Project Name/Number:</i>	<i>McDonald's Property & Crime Ends' and Pricing/PKF-CW-003-07</i>		

Filing at a Glance

Company: Employers Insurance Company of Wausau		
Product Name: Commercial Package	SERFF Tr Num: WAUS-125353229	State: Arkansas
TOI: 05.1 Commercial Multi-Peril - Non-Liability	SERFF Status: Closed	State Tr Num: EFT \$50
Portion Only		
Sub-TOI: 05.1003 Commercial Package	Co Tr Num: PKF-CW-003-07	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Author: Marie Exon	Disposition Date: 11/13/2007
	Date Submitted: 11/12/2007	Disposition Status: Approved
Effective Date Requested (New): 03/01/2008		Effective Date (New): 03/01/2008
Effective Date Requested (Renewal): 03/01/2008		Effective Date (Renewal): 03/01/2008

General Information

Project Name: McDonald's Property & Crime Ends' and Pricing	Status of Filing in Domicile: Pending
Project Number: PKF-CW-003-07	Domicile Status Comments: Being submitted at this time.
Reference Organization: n/a	Reference Number: n/a
Reference Title: n/a	Advisory Org. Circular: n/a
Filing Status Changed: 11/13/2007	
State Status Changed: 11/13/2007	Deemer Date:
Corresponding Filing Tracking Number: PKR-CW-003-07	
Filing Description:	
PROJECT # PKF-CW-003-07	
EMPLOYERS INSURANCE COMPANY OF WAUSAU - 11121458	
MCDONALD'S FRANCHISEE PACKAGE PROGRAM	
PC0414 03-08 McDonald's Franchisee Ordinance or Law Coverage	
PC1208 03-08 McDonald's Franchisee EXPRESS Property Endorsement	

SERFF Tracking Number: WAUS-125353229 State: Arkansas
Filing Company: Employers Insurance Company of Wausau State Tracking Number: EFT \$50
Company Tracking Number: PKF-CW-003-07
TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1003 Commercial Package
Portion Only
Product Name: Commercial Package
Project Name/Number: McDonald's Property & Crime Ends' and Pricing/PKF-CW-003-07

EY9922 03-08 McDonalds' Franchisee EXPRESS Crime Endorsement

REQUESTED EFFECTIVE DATE: MARCH 1, 2008

The captioned company submits revised and new endorsements for your review to be used with McDonald's Franchisee Coverage Parts listed on the endorsements.

PC0414 03-08 has been revised to change the limits on the last page from \$100,000 to \$250,000. PC1208 03-08 and EY9922 03-08 are new forms. See the attached inventory for purpose of each form.

I look forward to your acknowledgment/approval of this submission.

Sincerely,

Marie Exon
State Filings Analyst
1-877-792-8728, Ext. 6089
Fax: 1-715-842-6828
Marie.Exon@wausau.com
Enclosure

Company and Contact

Filing Contact Information

Marie Exon, State Filings Analyst Marie.Exon@Wausau.com
PO BOX 8017 (877) 792-8728 [Phone]
Wausau, WI 54402-8017 (715) 842-6828[FAX]

Filing Company Information

Employers Insurance Company of Wausau CoCode: 21458 State of Domicile: Wisconsin
P O Box 8017 Group Code: 111 Company Type:

Wausau, WI 54402-8017 Group Name: State ID Number:
(877) 792-8728 ext. [Phone] FEIN Number: 39-0264050

SERFF Tracking Number: WAUS-125353229 State: Arkansas
Filing Company: Employers Insurance Company of Wausau State Tracking Number: EFT \$50
Company Tracking Number: PKF-CW-003-07
TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1003 Commercial Package
Portion Only
Product Name: Commercial Package
Project Name/Number: McDonald's Property & Crime Ends' and Pricing/PKF-CW-003-07

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50.00 Form filing.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Employers Insurance Company of Wausau	\$50.00	11/12/2007	16592952

SERFF Tracking Number:	WAUS-125353229	State:	Arkansas
Filing Company:	Employers Insurance Company of Wausau	State Tracking Number:	EFT \$50
Company Tracking Number:	PKF-CW-003-07		
TOI:	05.1 Commercial Multi-Peril - Non-Liability Portion Only	Sub-TOI:	05.1003 Commercial Package
Product Name:	Commercial Package		
Project Name/Number:	McDonald's Property & Crime Ends' and Pricing/PKF-CW-003-07		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/13/2007	11/13/2007

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Form Inventory	Supporting Document	Marie Exon	11/12/2007	11/12/2007

<i>SERFF Tracking Number:</i>	<i>WAUS-125353229</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Employers Insurance Company of Wausau</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>PKF-CW-003-07</i>		
<i>TOI:</i>	<i>05.1 Commercial Multi-Peril - Non-Liability</i>	<i>Sub-TOI:</i>	<i>05.1003 Commercial Package</i>
	<i>Portion Only</i>		
<i>Product Name:</i>	<i>Commercial Package</i>		
<i>Project Name/Number:</i>	<i>McDonald's Property & Crime Ends' and Pricing/PKF-CW-003-07</i>		

Disposition

Disposition Date: 11/13/2007

Effective Date (New): 03/01/2008

Effective Date (Renewal): 03/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: WAUS-125353229 State: Arkansas

Filing Company: Employers Insurance Company of Wausau State Tracking Number: EFT \$50

Company Tracking Number: PKF-CW-003-07

TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1003 Commercial Package
Portion Only

Product Name: Commercial Package

Project Name/Number: McDonald's Property & Crime Ends' and Pricing/PKF-CW-003-07

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Form Inventory	Approved	Yes
Form	McDonald's Franchisee Ordinance or Law Coverage	Approved	Yes
Form	McDonald's Franchisee EXPRESSSM Property Endorsement	Approved	Yes
Form	McDonalds' Franchisee EXPRESSSM Crime Endorsement	Approved	Yes

SERFF Tracking Number: WAUS-125353229 State: Arkansas
Filing Company: Employers Insurance Company of Wausau State Tracking Number: EFT \$50
Company Tracking Number: PKF-CW-003-07
TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1003 Commercial Package
Portion Only
Product Name: Commercial Package
Project Name/Number: McDonald's Property & Crime Ends' and Pricing/PKF-CW-003-07

Amendment Letter

Amendment Date:

Submitted Date: 11/12/2007

Comments:

I neglected to attach my form inventory.

Thanks

Marie

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Form Inventory

Comment:

CW Inventory.pdf

SERFF Tracking Number: WAUS-125353229 State: Arkansas

Filing Company: Employers Insurance Company of Wausau State Tracking Number: EFT \$50

Company Tracking Number: PKF-CW-003-07

TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1003 Commercial Package
Portion Only

Product Name: Commercial Package

Project Name/Number: McDonald's Property & Crime Ends' and Pricing/PKF-CW-003-07

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	McDonald's Franchisee Ordinance or Law Coverage	PC0414 03-08	03-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PC0414 10-02 Previous Filing #: PFR-CW-010-02		PC0414 03-08.pdf
Approved	McDonald's Franchisee EXPRESSSM Property Endorsement	PC1208 03-08	03-08	Endorsement/Amendment/Conditions		0.00	PC1208 03-08.pdf
Approved	McDonalds' Franchisee EXPRESSSM Crime Endorsement	EY9922 03-08	03-08	Endorsement/Amendment/Conditions		0.00	EY9922 03-08.pdf

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

McDonald's Franchisee Ordinance or Law Coverage

This endorsement modifies insurance provided under the following:

MCDONALD'S FRANCHISEE BUILDING AND PERSONAL PROPERTY COVERAGE FORM

A. Each Coverage - Coverage A, Coverage B and Coverage C --is provided under this endorsement only if that Coverage(s) is chosen by entry in the Schedule and then only with respect to the building identified for that Coverage(s) in the Schedule.

B. Application of Coverage(s)

The Coverage(s) provided by this endorsement apply only if both B.1. and B.2. are satisfied and are then subject to the qualifications set forth in B.3.

1. The ordinance or law:

- a.** Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- b.** Is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

- 2.**
 - a.** The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
 - b.** The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
 - c.** But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.
- 3.** In the situation described in B.2.b. above, we will not pay the full amount of loss otherwise payable under the terms of Coverages A, B, and/or C of this endorsement. Instead we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

(Section H. of this endorsement provides an example of this procedure.)

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Coverages A, B and/or C of this endorsement.

C. We will not pay under Coverage A, or C of this endorsement for:

1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling, or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

D. Coverage

1. Coverage A - Coverage for Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage A for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. Coverage A does not increase the Limit of Insurance.

2. Coverage B - Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

3. Coverage C - Increased Cost of Construction Coverage

a. With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

- (1) repair or reconstruct damaged portions of that building, and/or
- (2) reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed, or remodeled.

b. When a building is damaged or destroyed and Coverage C applies to that building in accordance with 3.a. above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in 3.a.:

- (1) The cost of excavations, grading, backfilling, and filling;
- (2) Foundation of the building;
- (3) Pilings; and
- (4) Underground pipes, flues, and drains.

The items listed in b.(1) through b.(4) above are deleted from Property Not Covered, but only with respect to the coverage described in this provision, 3.b.

E. Loss Payment

1. All following loss payment Provisions, E. 2. Through E. 5., are subject to the apportionment procedures set forth in Section B.3. of this endorsement.
2. When there is a loss in value of an undamaged portion of a building to which Coverage A applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If the Replacement Cost Coverage Option applies and the property is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:
 - (1) The amount you would actually spend to repair, rebuild, or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style, and comparable quality of the original property insured; or
 - (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.
 - b. If the Replacement Cost Coverage Option applies and the property is not repaired or replaced, or if the Replacement Cost Coverage Option does not apply, we will not pay more than the lesser of:
 - (1) The actual cash value of the building at the time of loss; or
 - (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

3. Unless paragraph E.5. applies, loss payment under Coverage B - Demolition Cost Coverage will be determined as follows:

We will not pay more than the lesser of the following:

- a. The amount you actually spend to demolish and clear the site of the described premises; or
 - b. The applicable Limit of Insurance shown for Coverage B in the Schedule.
4. Unless paragraph E.5. applies, loss payment under Coverage C - Increased Cost of Construction Coverage will be determined as follows:
 - a. We will not pay under Coverage C:
 - (1) Until the property is actually repaired or replaced, at the same or another premises; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - b. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage C is the lesser of:
 - (1) The increased cost of construction at the same premises; or
 - (2) The applicable Limit of Insurance shown for Coverage C in the Schedule.
 - c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage C is the lesser of:

- (1) The increased cost of construction at the new premises; or
 - (2) The applicable Limit of Insurance shown for Coverage C in the Schedule.
5. If a Combined Limit of Insurance is shown for Coverages B and C in the Schedule, paragraphs E.3. and E.4. of this endorsement do not apply with respect to the building that is subject to the Combined Limit, and the following loss payment provisions apply instead:

The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction, is the Combined Limit of Insurance shown for Coverages B and C in the Schedule. Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

- a. For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- b. With respect to the Increased Cost of Construction:
 - (1) We will not pay for the increased cost of construction:
 - (a) Until the property is actually repaired or replaced, at the same or another premises; and
 - (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - (2) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
 - (3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

F. The terms of this endorsement apply separately to each building to which this endorsement applies.

G. Under this endorsement we will not pay for loss due to any ordinance or law that:

1. You were required to comply with before the loss, even if the building was undamaged; and
2. You failed to comply with.

H. Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Section B.3. of this endorsement)

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000
- Total direct physical damage to building: \$100,000
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct physical damage that is covered (caused by wind): \$30,000
- Portion of direct physical damage that is not covered (caused by flood): \$70,000
- Loss under Ordinance or Law Coverage C of this endorsement: \$60,000

Step 1:

Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$$\$30,000 \div \$100,000 = .30$$

Step 2:

Apply that proportion to the Ordinance or Law loss.

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the Coverage C loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

NOTE: The same procedure applies to losses under Coverages A and B of this endorsement.

I. The following definition is added:

"Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by fungi.

Schedule

Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Declarations.

Do not enter a Combined Limit of Insurance if individual Limits of Insurance are selected for Coverages B and C, or if one of these Coverages is not applicable.

Bldg. No./Prem. No.	Cov. A	Cov. B Limit of Insur.	Cov. C Limit of Insur.	Cov. B and C Combined Limit of Insur.
ANY SCHEDULED MCDONALD'S LOCATION	X	\$250,000	\$250,000	

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

McDonald's Franchisee EXPRESSSM Property Endorsement

This endorsement modifies insurance provided under the following:

MCDONALD'S FRANCHISEE BUILDING AND PERSONAL PROPERTY COVERAGE FORM
MCDONALD'S FRANCHISEE BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

All terms and conditions of this policy not specifically modified by this endorsement shall remain unchanged and in full force and effect.

Section	Coverage Summary	Limits of Insurance
A. ADDITIONAL COVERAGES – BUILDING AND PERSONAL PROPERTY		
1. Debris Removal		
a. Increase in Additional Expense Limit		\$25,000
b. Windblown Debris		\$25,000
2. Pollutant Clean Up and Removal		\$25,000
B. COVERAGE EXTENSIONS – BUILDING AND PERSONAL PROPERTY		
1. Newly Acquired or Constructed Property		
a. Period of Coverage		180 days
2. Outdoor Property		\$25,000
3. Non-Owned Detached Trailers		\$10,000
C. PROPERTY NOT COVERED – BUILDING AND PERSONAL PROPERTY		
1. Retaining walls that are part of a building		Covered
2. Radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers		Covered
D. ADDITIONAL COVERAGES – BUSINESS INCOME		
1. Extended Business Income		90
days		
E. COVERAGE EXTENSIONS – BUSINESS INCOME		
1. Newly Acquired Locations		
a. Period of Coverage		180 days
F. DEFINITIONS – BUSINESS INCOME		
1. Period of Restoration		12 hours
G. SUPPLEMENTAL COVERAGE PROVISIONS		
1. Arson Reward		\$20,000
2. Fire Extinguishing Device Recharge		\$25,000
H. CAUSES OF LOSS – SPECIAL FORM		
1. Glass Deductible		\$500

I. OTHER INSURANCE

* * * *

A. ADDITIONAL COVERAGES – BUILDING AND PERSONAL PROPERTY

Section A. **COVERAGE**, provision 4. **Additional Coverages** of the **MCDONALD'S FRANCHISEE BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is modified as follows:

1. Debris Removal

a. Increase in Additional Expense Limit

The limit for additional debris removal expense as described in item a. **Debris Removal** paragraph (2) is increased from \$5,000 to \$25,000.

b. Windblown Debris

The following is added to item a. **Debris Removal**:

Coverage is modified to include Windblown Debris. We will pay your expenses to remove from your described premises debris of property not covered by this policy that is windblown onto such premises. The most we will pay in any one occurrence for loss or damage under this Additional Coverage is \$25,000.

2. Pollutant Clean Up and Removal

The limit of insurance as described in item d. **Pollutant Clean Up and Removal** is increased from \$10,000 to \$25,000.

B. COVERAGE EXTENSIONS – BUILDING AND PERSONAL PROPERTY

Section A. **COVERAGE**, provision 5. **Coverage Extensions** of the **MCDONALDS FRANCHISEE BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is modified as follows:

1. Newly Acquired or Constructed Property

a. The extension under paragraph (3), subparagraph (b) is increased from 120 days to 180 days.

2. Outdoor Property

The limits of insurance as described in item d. **Outdoor Property** are increased from \$1,000 to \$25,000.

3. Non-Owned Detached Trailers

Item h. is added:

(1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:

(a) The trailer is used in your business;

(b) The trailer is in your care, custody or control at the premises described in the Declarations; and

(c) You have a contractual responsibility to pay for loss or damage to the trailer.

- (2) We will not pay for any loss or damage that occurs:
 - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$10,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

C. PROPERTY NOT COVERED – BUILDING AND PERSONAL PROPERTY

Section **A. COVERAGE**, provision **2. Property Not Covered** of the **MCDONALD'S FRANCHISEE BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is modified as follows:

1. Item **j.** is deleted.
2. Item **m.(2).** is deleted and replaced with:
 - a.** The following is added to **Covered Property**:

Radio or television antennas, (including satellite dishes) and their lead-in wiring, masts, or towers.
 - b.** The following is deleted from **Property Not Covered**:

"Radio or television antennas, (including satellite dishes) and their lead-in wiring, masts, or towers."
 - c.** Property covered under this extension of coverage is subject to all applicable provisions of the McDonald's Franchisee Causes of Loss – Special Form, as well as to the following exclusions:

We will not pay for loss or damage caused by or resulting from any of the following:
 - (1) Dampness or dryness of atmosphere;
 - (2) Changes in or extremes of temperature; or
 - (3) Rain, snow, ice or sleet.

D. ADDITIONAL COVERAGES – BUSINESS INCOME

Section **A. COVERAGE**, provision **5. Additional Coverages** of the **MCDONALD'S FRANCHISEE BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM** is modified as follows:

1. Extended Business Income

The extensions under

- a.** Item **c. Extended Business Income, subparagraph (2)(b)** of the **MCDONALD'S FRANCHISEE BUSINESS INCOME (AND EXTRA EXPENSE)** is increased from 30 consecutive days to 90 consecutive days.

E. COVERAGE EXTENSIONS – BUSINESS INCOME

Section **A. COVERAGE**, provision **6. Coverage Extension** of the **MCDONALD'S FRANCHISEE BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM** is modified as follows:

1. Newly Acquired Locations

- a.** The extension under Item **c.(2)** is increased from 120 days to 180 days.

F. DEFINITIONS – BUSINESS INCOME

Section **D. DEFINITIONS** of the **MCDONALD'S FRANCHISEE BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM** is modified as follows:

1. Definition 6. "Period of Restoration" means the period of time that is deleted and replaced with the following:

"Period of Restoration" means the period of time that:

a. Begins:

- (1)** 12 hours after the time of direct physical loss or damage for Business Income coverage; or
- (2)** Immediately after the time of direct physical loss or damage for Extra Expense coverage; caused by or resulting from any Covered Cause of Loss at the described premises or "dependent property"; and

b. Ends on the earlier of:

- (1)** The date when the property at the described premises or "dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- (2)** The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1)** Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2)** Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

The expiration date of this policy will not cut short the "period of restoration".

G. SUPPLEMENTAL COVERAGE PROVISIONS

The following Supplemental Coverage Provisions are added to the policy. Each of these coverages is additional insurance.

1. Arson Reward

- a.** In the event a covered fire loss to your Covered Property is of a suspicious nature, we will pay a reward to an individual or individuals who report the identity of any suspected arsonist to law enforcement officials, provided that the suspected arsonist is apprehended and
 - (1)** Brought to trial and convicted of, or

(2) Confesses and pleads guilty to

the arson fire of your Covered Property.

- b. The most we will pay for a reward under this Supplemental Coverage Provision for any fire is \$50,000. The amount we pay is not increased by either the number of individuals reporting an arsonist involved in the loss or, if more than one arsonist, the number of arsonists involved in the loss.
- c. No Deductible applies to this Supplemental Coverage Provision.

2. Extinguishing Device Recharge

- a. We will pay expenses you incur for any clean up and recharging of your fire extinguishing equipment in the event that a manual or automatic fire extinguisher device is discharged;
 - (1) To fight a fire;
 - (2) As the result of Covered Cause of Loss; or
 - (3) Due to accidental discharge.
- b. The most we will pay in any one occurrence for expense under this Supplemental Coverage Provision is \$25,000.
- c. No Deductible applies to this Supplemental Coverage Provision.

H. CAUSES OF LOSS – SPECIAL FORM

Section F. **ADDITIONAL COVERAGE**, provision 1. **Glass** of the **MCDONALD'S FRANCHISEE CAUSES OF LOSS – SPECIAL FORM** is deleted and replaced with:

1. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damage glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.
- c. The deductible applicable to the Additional Coverage is \$500.

This coverage extension does not increase the Limit of Insurance. The deductible under this coverage extension applies only to glass.

I. OTHER INSURANCE

In the event an occurrence covered by this endorsement is also covered by any other endorsement or Coverage Part attached to this policy, or any other policy, the coverage provided by this endorsement is excess over any valid or collectable insurance.

Policy Number

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

McDonalds' Franchisee EXPRESSSM Crime Endorsement

This endorsement modifies insurance provided under the following:

MCDONALD'S FRANCHISEE COMMERCIAL CRIME COVERAGE FORM

All terms and conditions of this policy not specifically modified by this endorsement shall remain unchanged and in full force and effect.

Section	Coverage Summary	Limits of Insurance
A. INCREASED LIMITS - COMMERCIAL CRIME INSURING AGREEMENTS		
1.	Forgery or Alteration	\$25,000
2.	Inside the Premises - Theft of Money And Securities	\$25,000
3.	Outside the Premises	\$25,000
4.	Money Orders And Counterfeit Currency	\$25,000
B. INCREASED ADDITIONAL LIMIT - FRANCHISOR'S GIFT CERTIFICATES		
1.	Franchisor's Gift Certificates	\$35,000
C. COVERAGE EXTENSION - CREDIT, DEBIT OR CHARGE CARD FORGERY		
1.	Credit, Debit Or Charge Card Forgery	\$10,000
D. ADDITIONAL COVERAGE - EXTORTION		
1.	Extortion	\$10,000

* * * * *

A. INCREASED LIMITS - COMMERCIAL CRIME INSURING AGREEMENTS

The Limits shown on the **COMMERCIAL CRIME MCDONALD'S COVERAGE PART DECLARATIONS** are increased as follows:

1. Forgery or Alteration

The limit for **Forgery or Alteration** is increased from \$15,000 to \$25,000.

2. Inside the Premises - Theft of Money and Securities

The limit for **Inside the Premises - Theft of Money and Securities** is increased from \$15,000 to \$25,000.

3. Outside the Premises

The limit for **Outside the Premises** is increased from \$15,000 to \$25,000.

Includes Copyrighted Material of Insurance Services Office, Inc., with its permission.

4. Money Orders and Counterfeit Currency

The limit for **Money Orders and Counterfeit Currency** is increased from \$15,000 to \$25,000.

B. INCREASED ADDITIONAL LIMIT - FRANCHISOR'S GIFT CERTIFICATES

The limits of insurance as described under Section **A. Insuring Agreements**, provision **3. Inside the Premises - Theft Of Money And Securities**, paragraph e., subparagraphs (1) and (2) are increased from \$15,000 to \$35,000.

C. COVERAGE EXTENSION - CREDIT, DEBIT OR CHARGE CARD FORGERY

1. Section **A. Insuring Agreements**, provision **2. Forgery Or Alteration** is modified to include the following:

- c. Covered Instruments includes written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.
- d. The most we will pay in any one "occurrence" is \$10,000.
- e. The following added to Section **D. Exclusions**:

The **Forgery Or Alteration** Insuring Agreement does not apply to:

NON-COMPLIANCE WITH CREDIT, DEBIT OR CHARGE CARD ISSUER'S REQUIREMENTS

Loss arising from any credit, debit or charge card if you have not complied full with the provisions, conditions or other terms under which the card was issued.

D. ADDITIONAL COVERAGE - EXTORTION

1. The following insuring agreement is added to Section **A. Insuring Agreements**:

We will pay for loss through the surrender of "money", "securities" and "other property" away from the "premises" as a result of a threat communicated to you:

- a. To do bodily harm to a director, trustee, partner, "member", "manager", "employee" or proprietor (if the Insured be a sole proprietorship), or to a relative or invitee of any of these persons, who was captured or allegedly captured within the covered territory.
- b. To do damage to the "premises" or property inside the "premises" located within the covered territory.

2. The following exclusion is added to Section **D. Exclusions**:

This Insuring Agreement does not apply to loss of property surrendered before a reasonable effort has been made to report the extortionist's demand to:

- a. An associate; and
- b. Local law enforcement authorities.

3. Under Section **E. Conditions**:

- a. The following condition is added:

Loss is covered only if the threat to do:

- (1) Bodily harm; or

(2) Damage to the "premises" or "other property" located inside the "premises";

is first communicated to you during the policy period.

4. The Valuation - Settlement Condition is amended as follows:

a. The first sentence of Paragraph (1)(b) is replaced by the following:

Loss of or damage to "securities" but only up to their market value on the day they were surrendered.

b. Paragraph (1)(c) is replaced by the following:

Loss of "other property" for not more than:

(1) Its replacement cost value without deduction for depreciation at the time it was surrendered; or

(2) The Limit of Insurance;

whichever is less.

5. The most we will pay in any one "occurrence" is \$10,000.

<i>SERFF Tracking Number:</i>	<i>WAUS-125353229</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Employers Insurance Company of Wausau</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>PKF-CW-003-07</i>		
<i>TOI:</i>	<i>05.1 Commercial Multi-Peril - Non-Liability</i>	<i>Sub-TOI:</i>	<i>05.1003 Commercial Package</i>
	<i>Portion Only</i>		
<i>Product Name:</i>	<i>Commercial Package</i>		
<i>Project Name/Number:</i>	<i>McDonald's Property & Crime Ends' and Pricing/PKF-CW-003-07</i>		

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>WAUS-125353229</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Employers Insurance Company of Wausau</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>PKF-CW-003-07</i>		
<i>TOI:</i>	<i>05.1 Commercial Multi-Peril - Non-Liability</i>	<i>Sub-TOI:</i>	<i>05.1003 Commercial Package</i>
	<i>Portion Only</i>		
<i>Product Name:</i>	<i>Commercial Package</i>		
<i>Project Name/Number:</i>	<i>McDonald's Property & Crime Ends' and Pricing/PKF-CW-003-07</i>		

Supporting Document Schedules

Bypassed -Name:	Uniform Transmittal Document- Property & Casualty	Review Status:	Approved	11/13/2007
Bypass Reason:	n/a			
Comments:				

Satisfied -Name:	Form Inventory	Review Status:	Approved	11/13/2007
Comments:				
Attachment:				
CW Inventory.pdf				

McDonald's Property & Crime Forms Inventory			
New Form #	Old Form #	Title	Purpose/Comments
PC0414 03-08	PC0414 10-02	McDonald's Franchisee Ordinance or Law Coverage	Responds to losses that results from ordinances or laws regulating demolitions and/or restoration of a building following physical damage by a covered cause of loss. No Premium Charge
PC1208 03-08		McDonald's Franchisee EXPRESS Property Endorsement	Combines several endorsements and expands coverage into one endorsement with one flat charge. See pricing page - CO-EX-PC1208
EY9922 03-08		McDonald's Franchisee EXPRESS Crime Endorsement	Provides additional coverage. No Premium Charge